

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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FILED

JAN 20 2006

TAMIKA SANDIFER, et al.,

Plaintiffs,

v.

CITY OF CHICAGO, et al.,

Defendants.

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05 C 2522

Judge Darrah

Magistrate Judge Keys

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

RELEASE AND SETTLEMENT AGREEMENT

Plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, on their own behalf and on behalf of their minor son, DAVID SLOAN, JR., by one of their attorneys, Jon Rosenblatt, Loevy and Loevy, and defendants, CITY OF CHICAGO, by its attorney, Mara S. Georges, Corporation Counsel, and COREY FLAGG, by his attorney, Arlene E. Martin, Senior Corporation Counsel, City of Chicago, herein stipulate and agree to the following:

1. This action has been brought by plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, on their own behalf and on behalf of their minor son, DAVID SLOAN, JR., against defendants, CITY OF CHICAGO and COREY FLAGG, and make certain allegations contained in plaintiffs' complaint.

2. Plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, who are the mother and father and legal guardians of the minor plaintiff, DAVID SLOAN, JR., agree to act as his legal guardians, and represent and protect his interests for purposes of effectuating the settlement and release of the aforesaid minor child's claims, and this lawsuit.

3. Defendants do not object to plaintiffs, TAMIKA SANDIFER and DAVID SLOAN,

representing their minor child, DAVID SLOAN, JR., in the settlement of this case and the release of any claims which the aforesaid minor child had, has, or may have in the future arising from the incident which forms the basis of the Complaint, so long as the court finds that plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, as mother and father, and legal guardians of their minor child, DAVID SLOAN, JR., are competent and the appropriate persons to represent the best interests of the aforesaid minor child for purposes of effectuating the settlement and the release of any and all of their minor child's claims, and this lawsuit.

4. Defendants deny each and every allegation of wrongdoing as stated in plaintiffs' complaint, and, further, deny liability.

5. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of the defendants and shall not serve as evidence or notice of any wrongdoing by or on the part of any past or current defendant. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy. Plaintiffs and their attorneys agree that they or any firm with which said attorneys are affiliated or with which said attorneys may later become affiliated shall not use this settlement as notice of misconduct on the part of the individual defendant Corey Flagg and/or the City of Chicago and/or its future, current or former officers, agents and employees or for any other purpose in any other litigation and that any such use is inconsistent with the terms of this Release and Settlement Agreement.

6. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiffs, TAMIKA SANDIFER and DAVID SLOAN,

on their own behalf and on behalf of their minor son, DAVID SLOAN, JR., as his mother and father and legal guardians, agree to dismiss with prejudice all of their claims against defendants, CITY OF CHICAGO and COREY FLAGG, with each side bearing its own costs and attorneys' fees.

7. Plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, on their own behalf and on behalf of their minor son, DAVID SLOAN, JR., as his mother and father and legal guardians, accept a settlement from the CITY OF CHICAGO, in the total amount of NINETY-NINE THOUSAND AND NO/100 (\$99,000.00) DOLLARS, with each side bearing its own costs and attorneys' fees.

8. The CITY OF CHICAGO agrees to pay plaintiffs the total settlement amount within sixty (60) days after receipt by the Corporation Counsel's Office of a file-stamped copy of the Agreed Order of Dismissal. This sum shall be payable solely by the City of Chicago, and plaintiffs and/or their attorney agree that they will not seek payment from any source other than the CITY OF CHICAGO. The settlement check will be made payable to plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, on their own behalf and on behalf of their minor son, DAVID SLOAN, JR., as his mother and father and legal guardians, their attorney, and lien claimants, if any, of which the City of Chicago has notice.

9. Plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, on their own behalf and on behalf of their minor son, DAVID SLOAN, JR., as his mother and father and legal guardians, and their attorney, represent and warrant that the proceeds of the settlement herein to be distributed to the aforesaid plaintiff minor child, shall be distributed as provided by law, pursuant to 755 ILCS 5/25-2, et seq., and any other applicable provisions of Illinois law. Plaintiffs and

their attorney further represent and warrant that they will take any and all necessary steps and will follow such rules of procedure as may be required by the Circuit Court of Cook County, Illinois, respecting the distribution of the proceeds of the settlement to be distributed to each of the aforesaid minor child.

10. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, on their own behalf and on behalf of their minor son, DAVID SLOAN, JR., as his mother and father and legal guardians, agree to indemnify and hold harmless the CITY OF CHICAGO, and its future, current or former officers, agents and employees including, but not limited to, the individual defendant, COREY FLAGG, from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by plaintiffs under the settlement entered pursuant to this Release and Settlement Agreement.

11 Plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, on their own behalf and on behalf of their minor son, DAVID SLOAN, JR., as his mother and father and legal guardians, upon advice of counsel, understand and agree that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, plaintiffs do hereby release and forever discharge on behalf of themselves and their heirs, executors, administrators and assigns, all claims they had or have against the individual defendant, COREY FLAGG, the CITY OF CHICAGO, and its future, current or former officers, agents and employees including but not limited to all claims they had, have or may have in the future, under federal, state or local law,

arising either directly or indirectly out of the incident which was the basis of this litigation, and that such release and discharge also is applicable to any and all unnamed and/or unserved defendants.

12. This Release and Settlement Agreement and any documents that may be executed under paragraph 17 herein contain the entire agreement between the parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

13. Plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, on their own behalf and on behalf of their minor son, DAVID SLOAN JR., as his mother and father and legal guardians, further represent that they, upon advice of their attorney, believe that this release and settlement is fair, reasonable and is in the best interests of the aforesaid minor child.

14. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

15. In entering into this Release and Settlement Agreement, plaintiffs, TAMIKA SANDIFER and DAVID SLOAN, on their own behalf and on behalf of their minor son, DAVID SLOAN, JR., as his mother and father and legal guardians, represent that they have relied upon the advice of their attorney, who is the attorney of their own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to them by their attorney, and that those terms are fully understood and voluntarily accepted by plaintiffs. Plaintiffs also represent and warrant that no other person or entity has or has had any interest in

the claims or causes of action referred to herein, that they and their attorney have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

16. This Release and Settlement Agreement is expressly conditioned on this Court's approval, pursuant to Rule 17.1 of the Local Rules of the United States District Court for the Northern District of Illinois, that the settlement on behalf of the minor, DAVID SLOAN, JR., is fair and reasonable and made in the best interests of the minor.

17. All parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

Respectfully submitted,

MARA S. GEORGES
Corporation Counsel
City of Chicago

George J. Yamin, Jr.
George J. Yamin, Jr.
Attorney for Defendant City of Chicago
Senior Corporation Counsel
30 North LaSalle Street, Suite 900
Chicago, Illinois 60602
Attorney No.: 06217483

Dated: 1-11-06
Arlene E. Martin
Arlene E. Martin

Tamika Sandifer
IMIKA ANDIFER David Sloan, Jr. a minor by one of his parents and as next friend,

Address: _____

*SSN: _____

Dated: 1-5-06

Tamika Sandifer
Tamika Sandifer

Address: _____

*SSN: _____

Dated: January 5, 2006

David Sloan

David Sloan, Sr.

Address: _____

*SSN: _____

Dated: 1-5-06

Jon Rosenblatt

Jon Rosenblatt
Attorney for Plaintiffs

Loevy & Loevy

312 No. May Street - Suite 100

Chicago, Illinois 60607

312.243.5900

Attorney No. _____

Dated: 1/5/6

Attorney for Defendant Corey Flagg

Corporation Counsel

30 North LaSalle Street, Suite 1400

Chicago, Illinois 60602

312.744.6949

Attorney No.: 06189906

Dated: 1-6-06